

CONTRACT ADDENDUM

This Agreement dated this _____ day of October, 2005, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and Tallahassee Area Convention & Visitors Bureau, hereinafter referred to as the "Contractor".

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and Contractor do hereby agree as follows:

All terms of the October 1, 1997, Agreement between the Leon County Tourist Development Council and the Tallahassee Area Convention and Visitors Bureau will remain in full force and effect and the Agreement is being extended through September 30, 2006 with the following inclusions and/or modifications:

- I. Contractor agrees to substitute Leon County for the Tourist Development Council as a party to the October 1, 1997, agreement being extended by this Contract Addendum.

II. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

III. INDEMNIFICATION

Claims, Liabilities or Damages. Contractor shall indemnify and hold the County harmless from and against:

- a) Any and all claims, liabilities, or damages arising from contracts between Contractor and third parties made pursuant to this Agreement, including the cost of litigation and counsel fees.
- b) Any and all claims, liabilities, or damages arising from the preparation or presentation of any marketing programs covered by this Agreement, including the cost of litigation and counsel fees.

IV. MARKET PLANNING

a) Current Fiscal Year. This agreement becomes effective October 1, 2005. The County understands that preliminary market planning has occurred including development of a program of work. The Contractor shall submit for approval a direct marketing and visitor services plan for the time covering October 1 through September 30, 2006. This plan shall be consistent with the goals of the County as presented through the Tourist Development plan and outline all direct marketing and visitor services needs to promote Tallahassee-Leon County as a visitor destination. Marketing plan updates shall be presented to the County or its representative for approval at regularly scheduled meetings during the respective fiscal year.

b) Effectiveness. The Leon County Tourist Development Council shall establish measures with the approval of Leon County Board of County Commissioners which will evaluate the effectiveness of the direct marketing and visitor services programs of the Contractor and these measures will be incorporated into the marketing plan.

V. BILLING AND PAYMENT

b) Payment. Professional fees and reimbursements incurred by Contractor shall be paid by the County to Contractor, and transmitted by U.S. Mail to Contractor at the address indicated above. The County shall not be liable for loss or delay of payment which was not caused by the County's negligence.

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The total cost of this contract will be a total of \$790,800. This budget includes a professional fee of \$770,800 and \$25,000 for promotional item expenditures. All payments for services and expenses will be paid or reimbursed after proper submission of supporting documentation.

This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories.

TALLAHASSEE AREA CONVENTION & VISITORS BUREAU

WITNESS: _____ BY: _____
Chairman

WITNESS: _____ DATE: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005.

By _____, of _____
(Name of officer, agent, title of officer or agent) (Name of Corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any.

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LEON COUNTY, FLORIDA

BY: _____
Cliff Thael, Chairman
Board of County Commissioners

DATE: _____

ATTEST:

Bob Inzer, Clerk of Circuit Court
Leon County, Florida

BY: _____
Bob Inzer, Clerk

APPROVED AS TO FORM:

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney